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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

Notification No. E. 330-1210-32, *dated* 31*st March* 1933.

It is hereby notified for general information that the exclusive right of collecting Tangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1933 to 30th June 1935, in the undermentioned taluks will be sold talukwar, hobliwar, firkawar or in smaller units as the case may be, by public auction by the Deputy Commissioners of the Districts concerned or Assistant Commissioners, Senior Rank deputed for the purpose at their respective District headquarters, on the dates noted against them below, the District Forest Officers of the Districts or Divisions concerned being also present at the sales.

N.B.—(1) The produce in the Taluks and Sub-Taluks marked with an asterisk will be sold firkawar.

(2) If the majority of the bidders present at the sales desire that any other taluk not marked with asterisk* is to be sold firkawar, it will be done so. The sales of the several districts will be held on the dates noted below :—

Names of Districts, Taluks and Sub-Taluks	Date of sale
(1) Bangalore District—	10th May 1933
1 Bangalore	
2 Hoskote	
3 Devanhalli	
4 Dodballapur	
5 Kankanhalli	
6 Magadi	
7 Anekal	
8 Channapatna	
9 Nelamangala	
10 Closepet	
(2) Kolar District—	15th May 1933
1 Kolar	
2 Mulbagal	
3 Chintamani	
4 Bagepalli	
5 Sidlaghatta	
6 Srinivaspur	
7 Goribidnur	
8 Chikballapur	
9 Bowringpet	
10 Malur	
11 Gudibanda Sub-Taluk	
(3) Tumkur District—	17th May 1933
1 Tumkur*	
2 Madhugiri*	
3 Pavagada*	
4 Sira*	
5 Chiknayakanhalli*	
6 Tiptur*	
7 Gubbi*	
8 Kunigal*	
9 Koratagere	
10 Turuvekere Sub-Taluk*	
(4) Chitaldrug District—	22nd May 1933
1 Chitaldrug*	
2 Challakere*	
3 Jagalur	
4 Hiriyur*	
5 Holalkere	
6 Davangere	
7 Molakalmuru*	
8 Hosdurga	
9 Harihar Sub-Taluk	

Names of Districts, Taluks and Sub-Taluks	Date of sale
(5) Shimoga District—	25th May 1933
1 Shimoga	
2 Honnali	
3 Tirthahalli	
4 Kumsi Sub-Taluk	
5 Sagar	
6 Sorab	
7 Shikarpur	
8 Nagar	
9 Channagiri	
(6) Kadur District—	29th May 1933
1 Mudgere	
2 Chikmagalur	
3 Kadur	
4 Koppa	
5 Tarikere	
6 Narasimharajpura Sub-Taluk	
(7) Hassan District—	31st May 1933
1 Hassan	
2 Channarayapatna	
3 Hole-Narsipur	
4 Arkalgud	
5 Belur	
6 Manjarabad	
7 Arsikere	
8 Alur Sub-Taluk	
(8) Mysore District—	3rd June 1933
1 Mysore	
2 Heggaddevankote	
3 Hunsur	
4 Yedatore	
5 Krishnarajpete	
6 Nagamangala	
7 Mandya	
8 Malvalli	
9 Seringapatam	
10 Maddur	
11 Nanjangud	
12 Gundlupet	
13 Chamrajnagar	
14 T.-Narsipur	
15 Periyapatna Sub-Taluk	

Remarks.—*Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, or an exchange certificate as provided for in clause 5, and (2)

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange if he so desires, a certificate signed by the latter which will be sufficient authority for him to bid at auction sales in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale, in cases the party named therein happens to be the highest bidder obtaining in lieu thereof if he wishes, a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchases made in the sales of other divisions as well as in the one in which the exchange certificate is sought for.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The highest bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, if any *on the full lease amount* at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute separate agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall, before entering, on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—(1) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—(2) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows :—

1st instalment	on or before		1st November 1933.
2nd	do	do	1st March 1934.
3rd	do	on the	1st July 1934 or the next working day if 1st July 1934 is a general holiday.

In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be apppointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction with the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—(1) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(2) The unused licenses and books remaining with the lessee on 31st July 1935, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1935, all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests, during the fire-season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold. the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit, if any, that may result from such resale being recovered from him as an arrear of land revenue.

B. V. RAMAIENGAR,
Chief Conservator of Forests.

BANGALORE DISTRICT.

SALE OF IVORY.

Abstract Notification.

The attention of the public is invited to detailed notification dated 7th April 1933, regarding the auction sale of Ivory (Elephant Tusks), published in Part VI, pages 428 and 429 of the *Mysore Gazette*, dated 20th April 1933.

AUCTION SALE OF TIMBER.

Abstract Notification.

The attention of the public is invited to detailed notification regarding the auction sale of timber, published in Part VI, pages 429 and 430 of the *Mysore Gazette*, dated 13th April 1933.

H. S. NARAYANA RAO,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification dated 3rd April 1933.

It is hereby notified for general information, that the resale of timber pertaining to defaulters of previous sales has been fixed to be held on the 29th April and 1st May 1933, at Hunsur and Periyapatna Depots respectively.

For full particulars please see detailed notification, dated 3rd April 1933 published on pages 401 and 402, Part VI of the *Mysore Gazette*, dated 13th April 1933.

M. A. MUTHANNA,
District Forest Officer.

BHADRAVATI DIVISION.

Abstract Notification dated the 15th April 1933.

The attention of the public is invited to the detailed notification calling for tenders fixed for the 10th May 1933 for the purchase of timber in several jungle depots published on pages 453 and 454, Part VI of the *Mysore Gazette*, dated 20th April 1933.

H. V. RANGASWAMIENGAR,
District Forest Officer.

KADUR FOREST DIVISION.

Abstract Notification dated 15th April 1933.

The attention of the public is invited to the detailed notification regarding the sale of timber in Gonibid and Kadur Depots to be held respectively on 4th and 8th May 1933 published on pages 431 and 432, Part VI of the *Mysore Gazette*, dated 20th April 1933.

K. REVANNA,
District Forest Officer.

ENGINEERING DEPARTMENT.

BANGALORE DIVISION.

WATER SUPPLY DIVISION.

Notification.

It is hereby notified for the information of the public that certain unserviceable stores, such as surveying and mathematical instruments, tools, machinery such as Blake's Patent Stone Crushing Machine, etc., will be sold by public auction on 25th May 1933,

Name	Date of sale	Time of auction
Headquarters Stores, Bangalore	25th May 1933 ...	9 A.M.

For further particulars, apply to the Executive Engineer, Water Supply Division, Bangalore, during office working days betweeu 11 A.M. to 5 P.M.

Abstract Notice.

The attention of the public is invited to the notification inviting tenders upto 2 P.M. on 8th May 1933 for the restoration of Kakaramanhalli Basavegowdankere, Reg. No. 208 of Closepet Taluk, published on page 433 of Part VI of the *Mysore Gazette*, dated 20th April 1933. The earnest money to accompany the tender is Rs. 150.

Notification No. 2582, dated 22nd April 1933.

It is hereby notified that the date for receiving tenders for improving Thinnalu tank, Reg. No. 37 of Hosakote Taluk, is extended upto 2 P.M. of 8th May 1933. The detailed notification is published on pages 345 and 346 of part VI of the *Mysore Gazette*, dated 30th March 1933.

H. F. MARKER,
Executive Engineer.